

09-18-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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To the Director of the U. S. Patent a.

Transmit the attached documents on the new address(es) below.

**1. Name of conveying party(ies):**

Sweet & Sassy, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Texas  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) July 12, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Sweet & Sassy IP, LLC

Internal

Address: \_\_\_\_\_

Street Address: 1246 Main Street

City: Southlake

State: TX

Country: USA Zip: 76092

☐ Association Citizenship \_\_\_\_\_

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☐ Corporation Citizenship \_\_\_\_\_

☒ Other limited liab. co. Citizenship Texas

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/927,870

B. Trademark Registration No.(s)

2,996,797

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Darin M. Klemchuk

Internal Address: Cash Klemchuk Powers Taylor LLP

Street Address: 8150 N. Central Expressway, Suite 1575

City: Dallas

State: TX Zip: 75206

Phone Number: 214-239-8900

Fax Number: 214-550-2671

Email Address: darin@ckptlaw.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

09/15/2006 DRYNE 00400017 78927870

Signature

September 8, 2006

Date

Darin M. Klemchuk, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003394 FRAME: 0912

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made by and between Sweet & Sassy, Inc., a Texas corporation ("Assignor"), and Sweet & Sassy IP, LLC, a Texas limited liability company, ("SSIP").

WITNESSETH:

WHEREAS, Assignor has adopted, used, and applied for registration of the trademarks listed on Exhibit A to this Agreement (the "Marks"); and

WHEREAS, in return for an assignment of the Marks, SSIP agrees to prosecute all applications associated with the Marks, maintain any subsequent registrations for them, and take over enforcing the Marks; and

WHEREAS, Assignor has agreed to assign and SSIP has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof; and

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys unto SSIP all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past infringement thereof.

2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of July 12, 2006.

SWEET & SASSY, INC.

By: DDixie Drake-Davis  
Name: D. Dixie Drake-Davis  
Title: Chief Executive Officer

Date: 8/30/06

SWEET & SASSY IP, LLC

By: David Davis  
Name: David Davis  
Title: PRESIDENT

Date: 8/30/06

EXHIBIT A

to

## Trademark Assignment Agreement

Trademark Name	Status	Application/ Serial Number	Filing Date	Registration Number	Registration Date
SWEET & SASSY	U.S. Application filed	78/927,870	July 12, 2006		
SWEET & SASSY	U.S. Application filed	76/604,625	July 29, 2004	2,996,797	September 20, 2005
SWEET & SASSY	Common Law				

POWER OF ATTORNEY

The Assignee hereby appoints Cash Klemchuk Powers Taylor LLP, a firm including:

Darin M. Klemchuk

a lawyer with the firm of Cash Klemchuk Powers Taylor LLP, and member of the Bar of the State of Texas, as its attorney, with full power of substitution and revocation, to present and prosecute trademark Application Serial Nos. 78/927,870, 78/927, 871, and Registration No. 2,996,797, to make alterations and amendments to the applications and registration, and to transact all business connected therewith.

Please address all communications concerning these applications and registration to:

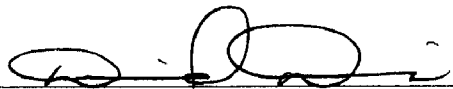
Darin M. Klemchuk  
Cash Klemchuk Powers Taylor LLP  
8150 N. Central Expressway, Suite 1575  
Dallas, Texas 75206

and direct all telephone calls to Darin M. Klemchuk at 214/239-8900 and email to [darin@ckptlaw.com](mailto:darin@ckptlaw.com).

I, the undersigned, declare that I am the Assignee to the above-referenced trademark applications and registration, and hereby execute this document.

SWEET & SASSY IP, LLC

Date: August 16, 2006



By: DAVID DAVIS

Title: President